Tesco Mother's Day Giveaway: Terms and conditions.

Abridged (shortened) terms

UK 18+. Max 1 entry p/person per platform. Internet access and a TikTok, Twitter or Facebook account required for entry. Opens 8.3.23, closes 23:59 9.3.23. Write your mum's message or share a screenshot under the promotional post, include #ForEveryMum. Follow @Tesco on the same platform. Judged competition. Judging criteria: Puts a smile on your face and endearing. 20 x £50 Tesco e-Gift card prizes. Email address required to receive prize. Ts&Cs at tes.co/mumsmessages. Promoter: Tesco Stores Ltd.

Full terms

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry/claim instructions are deemed to form part of the terms and conditions and by participating all claimants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy of these terms and conditions for your information.

1. **Promoter:** Tesco Stores Ltd., Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA.
2. **Who can enter:** This competition is open to all UK residents (England, Scotland, Wales and Northern Ireland) aged 18 or over, except for anyone directly connected with the planning or administration of the prize promotion including Tesco employees, their agencies and their immediate families (spouse, parent, child, sibling, grandparent and/or 'step' family).

3. Internet access and a TikTok, Twitter or Facebook account are required for entry. A TikTok account can be opened at TikTok.com, a Twitter account can be opened at Twitter.com and a Facebook account can be opened at Facebook.com.
4. Participants are reminded to get the owner's permission before using a computer, device and/or internet-access which is not owned or paid for by the entrant to enter the Promotion. The Promoter will not be liable for any internet or mobile connection, or other charges incurred in entering the Promotion.
5. **Promotional Period:** The competition opens at on 8th March 2023 and closes at 23:59 on 9th March 2023.

6. **How to enter:**

    a. Go to the competition post at TikTok @tesco, Twitter @tesco or Facebook/Tesco

b. Write your mum's message or share a screenshot under the post.

c. Include #ForEveryMum

d. Your entry must include and demonstrate the following judging criteria:

Puts a smile on your face and endearing.

e. There is a limit of one entry per person per platform to the competition. If you enter more than once per platform, your first entry will be accepted, and all others will be disqualified.

f. Incomplete, illegal, misdirected or late entries will not be accepted. Proof of sending will not be accepted as proof of delivery or receipt. The Promoter takes no responsibility for entries that are delayed, incomplete or lost due to technical reasons or otherwise.

g. Bulk entries made from trade, consumer groups or third parties will not be accepted. Incomplete or illegible entries or via third parties or syndicates, entries by macros or other automated means and entries which do not satisfy the requirements of these terms and conditions in full will be disqualified. If it becomes apparent that a participant is using a computer(s) or multiple aliases to circumvent this condition by, for example, the use of 'script', 'brute force', masking their identity by manipulating IP addresses, using multiple

TikTok accounts, using identities other than their own or any other automated means to increase that participant's entries into the Promotion in a way that is not consistent with the spirit of the Promotion, that person's entries will be disqualified, and any award will be void.

h. Your entry must be your own work. Entries on behalf of another person will not be accepted, and we cannot accept joint submissions or collaborations.

i. During the Promotional Period, some entries might be shared by the Promoter on social media platforms, or the Tesco Community Team may comment on your entry. This does not mean that you are a winner, neither does it increase your chances of winning.

j. After the Promotional Period, some entries might be used by a composer to create a Tesco Mothers' Day song which will be shared across Tesco's social media channels. This does not mean that you are a winner, neither does it increase your chances of winning. There is no payment for any entries that are used by the Promoter in the song.

7. **Content restrictions:**

a. Any entries that we consider (in our absolute discretion) to be in breach of government COVID-19 guidelines/restrictions, political, dangerous, profane, suggestive, vulgar, offensive, indecent, illegal, racist, copied, offensive (including but not limited to words or symbols that might be considered offensive to individuals of any race, ethnicity, religion, sexual orientation or socioeconomic group) cruel or fraudulent, or infringe on the rights or copyright of others will be immediately disqualified.

b. We will not tolerate anyone who posts or is seen to be posting comments via any social media channel or anywhere else during this competition that we think are bullying, spiteful or upsetting to other entrants and followers of Tesco or directly aimed at us. Anyone acting in this way will be disqualified from the prize promotion.

8. **Shortlist selection and Final Winner Selection:**

a. A shortlist of a minimum of 25 entries that meet the criteria in clauses 6a-c and the judging criteria in clause 6d, will be compiled by a third-party agency.

b. The shortlisted entries will be judged by an individual who is independent to the Promoter.

c. There will be 20 winners in total. The winners will be the participants, who in the opinion of the independent judge best meets the judging criteria in clause 6d - **Puts a smile on your face and endearing.**

d. The Promoter reserves the right to not award all prizes if there are not enough entries which meet the judging criteria.

9. **Winner Notification:** The winners will be notified week commencing 13th March 2023 by a direct message on the platform from which their winning entry was selected. The winners will need to be following @Tesco on the platform from which their winning entry was selected to receive this message.

10. **Winners' Claims:**

a. The winners will have 7 days to claim their prize. If a winner does not respond within the initial 4 days of notification, they will be contacted again via a direct message and given a further 3 days to respond. If contact cannot be made or if a winner does not accept their prize within this timeframe the prize will be forfeited, and if there are enough qualifying entries, awarded to a runner up chosen at the same time as the original.

b. The Promoter reserves the right to request proof of age from a winner before awarding the prize. Where a winner is not 18 or over, the prize will be withdrawn, and if there are enough qualifying entries, awarded to a runner up chosen at the same time as the original.

c. It is the responsibility of the winners to provide their correct, up-to-date details when confirming acceptance of their prize. The Promoter cannot be held responsible for any winner failing to supply accurate information which affects prize arrangements.

11. The Prize:

a. There are 20 prizes in total. Each winner receives a £50 Tesco e-gift card. Email address required to receive prize. E-gift card can be used in any UK Tesco store. The e-gift card cannot be used online or at a Tesco petrol station. The e-gift card and balance will expire five years from purchase or last card use.

b. The prize is as stated. It is not transferrable and there is no alternative prizing in whole or in part.

c. If the winner is not able for whatever reason to accept their prize, then the Promoter reserves the right to award that prize, if there are enough qualifying entries, to a runner up chosen at the same time as the original.

12. Data Protection:

As part of the promotion, we collect the following personal data: username, for entrants, and also surname and county for the winner for the purpose of providing a winner list as indicated in clause 13l. These details are requested for administering the promotion only. To find out more about how we use and protect your personal data, as well as your privacy rights visit https://www.tesco.com/help/privacy-and-cookies/privacy-centre/privacy-policy-information/privacy-policy/

13. General

a. The Promoter reserves the right at any time, in its absolute discretion, to: verify the eligibility of any entrant or winner by requesting proof of identity and/or address; disqualify any entrant or winner found to be abusing or tampering with the operation of the competition or entering using fraudulent means, or who the Promoter believes to have acted in breach of these terms and conditions or the spirit of the Promotion; disqualify entrants who make an entry on someone else's behalf; disqualify a participant or winner who cannot prove ownership of the submitted entry; disqualify an entrant or winner if they are found to be in breach of clause 7a.

b. Where there are reasonable grounds to believe there has been a breach of these terms and conditions prize entitlement will be withdrawn, and if there are enough qualifying entries, awarded to a runner up chosen at the same time as the original.

c. By entering the Promotion, each entrant grants the Promoter a world-wide, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right and licence to use reproduce, modify, adapt, publish or display (in whole or in part) any intellectual property contained in the content of their entry, without royalty, payment or other compensation. Each entrant agrees not to assert any moral rights in relation to such use and warrants that they have full authority to grant such rights.

d. Entrants acknowledge that other entrants may submit entries that may be similar to their own, and that they will not be entitled to any compensation or right to negotiate with the Promoter over such matters.

e. To the fullest extent permitted by law, neither the Promoter nor agencies involved with this promotion may be liable to the winner, whether arising from tort including negligence, breach of contract or otherwise for any loss or damage whatsoever caused by matters relating to participation in this promotion, or in relation to the award to the extent permissible by law. No compensation for loss of earnings will be paid by the Promoter for participation in any aspect of this promotion.

f. The Promoter reserves the right in its absolute discretion to add or to waive any of these terms and conditions, or to suspend or cancel the promotion at any stage, in the event of circumstances that are unforeseen or beyond its reasonable control (including suspected or actual fraudulent or misleading practices or other breaches of these terms and conditions) with no recompense to entrants.

g. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this promotion or the awarding of the prizing, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the promotion or these terms and conditions at any stage, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.

h. Any decision of the Promoter in respect of the Promotion is final and binding in all promotional matters. No correspondence will be entered into.

i. The Promoter accepts no responsibility for system errors or other issues that may result in disruption to, lost, delayed or not received entries, winner notifications or awards. The Promoter or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of The Promoter or its agencies.

j. The winners may be asked to take part in reasonable publicity relating to this prize draw without payment. Such publicity may include, without limitation, publishing the winner's name and social media handle on social media sites, their entry and any statements made by them

concerning the Promotion and the prize won as part of the Promotion on Tesco's other social media channels and via other third-party mainstream media or broadcast channels.

k. The surname, county and winning entries of the winners, and the name of the independent judge will be made available to anyone who requests it by emailing TescoComp@bbh.co.uk by 9th April 2023. Entrants may request their surname and county is not published in the event they win by emailing TescoComp@bbh.co.uk before the closing date. However, the Promoter shall provide the surname and county of the winner to competent authorities upon request from such competent authorities (including the Advertising Standards Authority).

l. This promotion is in no way sponsored, endorsed or administered by, or associated with TikTok, Twitter or Facebook. You understand that you are providing your information to the Promoter and not to TikTok, Twitter or Facebook. All entries are also subject to TikTok's terms of service, Twitter's terms of service and Facebook's terms of use. You can find them here: https://www.tiktok.com/legal/terms-of-service-eea?lang=en; https://twitter.com/en/tos; https://www.facebook.com/legal/terms.

m. The laws of England and Wales apply to this promotion, and the English and Welsh courts shall have exclusive jurisdiction over any proceedings in connection with this promotion.

n. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.